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**BEN LO 30B6**  
**ANYWHERE COMMERCE V INGENICO**

**December 10, 2021**  
**45-48**

<p style="text-align: right;">Page 45</p> <p>1 A. Yes.</p> <p>2 Q. Did you sign this document?</p> <p>3 A. Yes.</p> <p>4 Q. Did you sign it on behalf of BBPOS?</p> <p>5 A. Yes.</p> <p>6 Q. Who was the contract between? BBPOS and who?</p> <p>7 A. Can you repeat your questions.</p> <p>8 Q. Contract is between BBPOS and who else?</p> <p>9 A. ROAM Data.</p> <p>10 Q. When you signed this, had you ever heard of a</p> <p>11 company called Ingenico?</p> <p>12 A. Yes.</p> <p>13 Q. Did you understand that there was a relationship</p> <p>14 between ROAM Data and Ingenico?</p> <p>15 A. When --</p> <p>16 Q. When you signed this agreement?</p> <p>17 A. I don't remember.</p> <p>18 Q. Did you come to have an understanding as to the</p> <p>19 relationship between ROAM Data and Ingenico?</p> <p>20 A. Yes.</p> <p>21 Q. Tell me what you learned.</p> <p>22 A. Ingenico is one of the investors of ROAM Data.</p> <p>23 Q. One of the investors in ROAM Data?</p> <p>24 A. Yes.</p> <p>25 Q. BBPOS is in this mPOS mobile point of sale</p>	<p style="text-align: right;">Page 47</p> <p>1 remember there's a press release.</p> <p>2 Q. No. I wasn't asking when. I was asking what do</p> <p>3 you know about Ingenico acquiring an ownership interest in</p> <p>4 ROAM Data?</p> <p>5 A. You're asking what do I know or when do I know?</p> <p>6 Q. What?</p> <p>7 A. What? Just acquire -- just acquire 100 percent</p> <p>8 of ROAM Data.</p> <p>9 Q. That's all you know?</p> <p>10 A. Yeah. Before that they are one of the investor</p> <p>11 of ROAM Data, and then they also -- I think that they put</p> <p>12 two in -- I think they invest in ROAM Data or accounts.</p> <p>13 Eventually they buy 100 percent of ROAM Data.</p> <p>14 Q. You understand that at the time of the contract,</p> <p>15 Exhibit 23, that ROAM Data and Ingenico were two separate</p> <p>16 companies; right?</p> <p>17 A. Yes.</p> <p>18 Q. So let's look at some of the terms of this</p> <p>19 contract.</p> <p>20 A. Okay.</p> <p>21 Q. It begins on the first page with number 1,</p> <p>22 "License." Do you see that?</p> <p>23 A. Yes.</p> <p>24 Q. And it says "the partner," and the partner is</p> <p>25 BBPOS; right?</p>
<p style="text-align: right;">Page 46</p> <p>1 business; right?</p> <p>2 A. Yes.</p> <p>3 Q. And in that context were you aware of Ingenico?</p> <p>4 A. No. Ingenico is manufacturer of a traditional</p> <p>5 POS terminal.</p> <p>6 Q. I understand it's not a -- you're saying it's</p> <p>7 different from the mPOS terminal?</p> <p>8 A. Yes.</p> <p>9 Q. But was BBPOS aware of Ingenico as a participant</p> <p>10 in the point of sale credit card industry?</p> <p>11 A. No. You're talking about -- no.</p> <p>12 Q. So when did you learn that Ingenico was an</p> <p>13 investor in ROAM Data?</p> <p>14 A. When do I learn that? I think it was around -- I</p> <p>15 forget exact dates, but Will Graylin told me.</p> <p>16 Q. Sometime after May 4th, 2010?</p> <p>17 A. I forget.</p> <p>18 Q. I'm sorry?</p> <p>19 A. I forget.</p> <p>20 Q. Did you ever come to learn anything else about</p> <p>21 the relationship between Ingenico and ROAM Data?</p> <p>22 A. They all looked at all -- I just know that</p> <p>23 Ingenico acquired 100 percent of ROAM Data.</p> <p>24 Q. What do you know about that?</p> <p>25 A. What do I know about that? I forget that, but I</p>	<p style="text-align: right;">Page 48</p> <p>1 A. Yes.</p> <p>2 Q. "The partner hereby grants to the company --"</p> <p>3 that's ROAM Data; right?</p> <p>4 A. Yes.</p> <p>5 Q. "-- a worldwide, perpetual, fully-paid license to</p> <p>6 freely use and sell the products."</p> <p>7 A. Yes.</p> <p>8 Q. And "products" has a capital P," so we know</p> <p>9 that's a defined term for this agreement; right?</p> <p>10 A. Yes.</p> <p>11 Q. Are you're familiar with this agreement because</p> <p>12 you -- well, you signed it; right?</p> <p>13 A. Yes.</p> <p>14 Q. And you've also reviewed it at least once since</p> <p>15 you signed it; right?</p> <p>16 A. Yes.</p> <p>17 Q. I think you reviewed it in preparation for today;</p> <p>18 right?</p> <p>19 A. Yes.</p> <p>20 Q. So you're familiar with the definition of</p> <p>21 "products" in this license?</p> <p>22 A. Yes.</p> <p>23 Q. And paragraph 1.3, a little below says "the</p> <p>24 license granted in section 1.1 --" which we just read</p> <p>25 "-- is exclusive on a worldwide basis (with the exception</p>

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<p style="text-align: right;">Page 117</p> <p>1 mind, again, it take a long time. It take us four years.</p> <p>2 We are in the space for a long time. We are in the mPOS</p> <p>3 space for a long time. It takes us four years to come up</p> <p>4 with one product, perfect product, and a few more years to</p> <p>5 come up with a few more, few other product. So when they</p> <p>6 said that, well, in 2012, '15 or '14, they said, oh, well,</p> <p>7 they keep talking. But is not coming. Since 2012 they</p> <p>8 talking. '15 they talking and they even want me to work</p> <p>9 together to help them to perfect a product. There's no</p> <p>10 reason why. So I won't help them.</p> <p>11 MR. TECHENTIN: I'm going to mark Exhibit 75.</p> <p>12 (Exhibit 75 was marked for identification</p> <p>13 and is attached hereto.)</p> <p>14 BY MR. TECHENTIN:</p> <p>15 Q. That's a November 11th email from you to Daniel</p> <p>16 Tsai. But I'm focussed on the first email in this chain</p> <p>17 which is from you to Daniel and Jimmy. It's dated 11 --</p> <p>18 it looks like November 10th, 2012; right?</p> <p>19 A. Yes.</p> <p>20 Q. And it says: "After last visit, Christopher and</p> <p>21 the two Ingenico R&amp;D guys must collect some info back to</p> <p>22 Ingenico." Do you see that?</p> <p>23 A. Yes.</p> <p>24 Q. And so you knew that the people who were coming</p> <p>25 out to visit you and BBPOS in Hong Kong weren't just ROAM</p>	<p style="text-align: right;">Page 119</p> <p>1 some info to Landi for making terminal to compete with</p> <p>2 us." Do you see that?</p> <p>3 A. Yes.</p> <p>4 Q. Is it that true that Will Graylin told you that?</p> <p>5 A. Yes, he told me that.</p> <p>6 Q. And then you say, "We should not trust any</p> <p>7 hardware guy from Ingenico or ROAM anymore?"</p> <p>8 A. Yes.</p> <p>9 Q. Is that what you did?</p> <p>10 A. Yes.</p> <p>11 Q. "Actually, Will left ROAM and we have no worry on</p> <p>12 ROAM anymore." What does that mean?</p> <p>13 A. Will was fired. Will was fired by ROAM.</p> <p>14 Q. What does it mean by "we have no worry on ROAM</p> <p>15 anymore?"</p> <p>16 A. I don't know what I mean. Just maybe my poor</p> <p>17 English, yeah.</p> <p>18 Q. Well, the next sentence says, "And ROAM relies on</p> <p>19 us much more than we relies on them." Right?</p> <p>20 A. Yes.</p> <p>21 Q. Was that true?</p> <p>22 A. That's true because ROAM is a software company</p> <p>23 and we are a hardware company. ROAM wanted to buy the</p> <p>24 product from us. So I strongly believe that, like, they</p> <p>25 make sure that our product is good. And as I say, we take</p>
<p style="text-align: right;">Page 118</p> <p>1 Data people. Some of them were Ingenico; right?</p> <p>2 A. With this email you remind me something so I</p> <p>3 review the contracts. The ROAM contract there's a</p> <p>4 provision 6.3 that if ROAM Data, you know, they said that</p> <p>5 if it is necessary to enter deals, you know, our -- well,</p> <p>6 to share our information with other party including</p> <p>7 Ingenico, that we have to assist them to do that because</p> <p>8 we are still abiding by the agreement. So provision 6.3</p> <p>9 in the ROAM Data BBPOS agreement, according to this 6.3 we</p> <p>10 have to do that. Even though we are not happy, we still</p> <p>11 do that. Even Christopher, Ingenico guy, and Andy Guy,</p> <p>12 blah, blah, blah, and they come back as long as everyone</p> <p>13 is under the instruction of ROAM, we have to do that.</p> <p>14 ROAM will protect us because the contract said that ROAM</p> <p>15 will protect us according to 6.3 of the agreement.</p> <p>16 Q. I'm sorry. That wasn't responsive to my</p> <p>17 question, so I'll ask it again.</p> <p>18 You knew that you were being visited not only by</p> <p>19 ROAM personnel but by Ingenico personnel; right?</p> <p>20 A. Yes.</p> <p>21 Q. And when we talk about Ingenico R&amp;D guys, those</p> <p>22 are from the R&amp;D facility in France for Ingenico; right?</p> <p>23 A. Yeah. You said that from France. Yeah. A lot</p> <p>24 of money there. Yes.</p> <p>25 Q. And you say, "Will told me that Ingenico passes</p>	<p style="text-align: right;">Page 120</p> <p>1 a few years to come up with good products. So I think</p> <p>2 that they want to have some like guy to come to like make</p> <p>3 sure that we are really good.</p> <p>4 Q. You write "ROAM needs us but not the other way</p> <p>5 around." Was that true?</p> <p>6 A. We need ROAM. Yes. When need ROAM for the</p> <p>7 revenue, but ROAM need us.</p> <p>8 So ROAM make money and we make money. But, ROAM --</p> <p>9 like ROAM is hardware and software solution, but for us,</p> <p>10 without ROAM we can still sell some product in China. So</p> <p>11 this is what I mean.</p> <p>12 MR. TECHENTIN: Let me show you a document marked</p> <p>13 Exhibit 76.</p> <p>14 (Exhibit 76 was marked for identification</p> <p>15 and is attached hereto.)</p> <p>16 BY MR. TECHENTIN:</p> <p>17 Q. This is a discussion among people at</p> <p>18 AnywhereCommerce. But I'll direct your attention to an</p> <p>19 email in the middle of the first page of this document</p> <p>20 which is an email from Mark Diamond to Michael Kron.</p> <p>21 MS. BOZEMAN: I'll note -- I'm going to note for</p> <p>22 the record he's not copied on this; right.</p> <p>23 MR. TECHENTIN: He's not. He's not.</p> <p>24 BY MR. TECHENTIN:</p> <p>25 Q. And you can -- you can take a look through the</p>